

FEB 14 1949

VOL 373 PAGE 113

LEASE TO COMPANY

* AGREEMENT made this 21st day of November 1948
* by and between W. H. Smith
* Piedmont, S. C. RFD Street
* State of South Carolina hereinafter called "Lessor", and Esso Standard Oil Co.
* Delaware corporation
* having an office at Columbia, S. C.
* hereinafter called "Lessee".

* WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to
* take all that lot, piece or parcel of land situate in the Town or City of Piedmont, S. C. RFD
* County of Greenville, State of S. C.
* described as follows:

LOCATION
DESCRIP-
TION

* One lot of land situated in above county and state and located on the
* east side of U. S. Highway #29, near Piedmont, S. C. and beginning at the
* property line of D. S. Burrell and W. H. Smith and extending in the
* southerly direction 143 feet parallel with U. S. Highway #29. Thence
* in an easterly direction 66 feet, thence in a northerly direction 143
* feet, thence in a westerly direction 66 feet to U. S. Highway #29, back
* to the point of beginning. This property is known as B & B Garage.



JAN 4 JAN 4 1949

together with all rights of way, easements, driveways and pavement, curb and street front privi-
leges thereunto belonging and together with all the buildings, improvements and equipment
thereon or connected therewith, and the service station building and facilities hereinafter referred
to, including the property listed under Schedule "A" hereto annexed.

PERIOD

* To hold the premises hereby demised unto Lessee for 10 years, beginning on
* the 1st day of January, 1949, and ending on the 31st
* day of Dec., 1959, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:
An amount equivalent to one cent (1¢) for each gallon of gasoline and
other motor fuels sold during the month or fraction thereof at said
premises by Lessee or its sublessees or assings, said rental to be payable
on or before the 15th day of the month following the month in which the
rental is earned. Lessee shall keep, or cause to be kept, such records
that will accurately show the number of gallons of gasoline and other
motor fuels sold at the demised premises and will permit Lessor to in-
spect such records at any time and from time to time during business
hours when Lessor desires so to do.

RENEWAL

(2) Lessee shall have the option of renewing this lease for five (5) additional
periods of one (1) year each, the first of such periods to begin on the expiration of the original
term herein granted, and each successive period to begin on the expiration of the period then in
effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal
shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least
thirty (30) days prior to the expiration of the period then in effect of its intention not to exer-
cise such renewal privilege.

TITLE

(3) Lessor covenants that it is well seized of the demised premises, has good right to lease
them and hereby warrants and agrees to defend the title thereto and to reimburse and hold
Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify
Lessee immediately upon any default in payment of mortgage interest or principal, or in pay-
ment of taxes or other liens upon the premises and Lessee shall have the right to make such
defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs
and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein
granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided
for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor
to pay any unpaid balance. Should the term of this lease or any renewal term provided for
herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its
option, continue to occupy said premises on the terms and conditions herein provided until such
sums with interest have been fully repaid.

TICKLER
CARDS
JACKET

JAN 4 1949

Witnesses:
G. E. Williams
P. Lambright

Cancelled by Mutual
Consent as of Sept. 3rd, 1952
W. H. Smith